

To: KALW Staff
From: JoAnn Mar/Union Shop Steward
Date: July 15, 1996
Re: Update

Since KALW management has not held a staff meeting for the past five months nor taken the responsibility to keep staff informed and updated, I feel the need to partially fill that breach through this memo.

I am pleased to announce that KALW management's attempts to suspend myself, Michael Johnson, and Dave Evans have failed utterly. Last month, the district held a suspension hearing in this matter and the hearing examiner recently issued her decision rejecting KALW management's request for suspensions against myself and Michael. In the case of Dave Evans, KALW management has been forced to back down and cease its harassment campaign against him that has been in effect since April. The threatened 30-day suspension against Dave has been put in abeyance indefinitely. I estimate that holding this 2-hour hearing cost KALW and the district over \$400 in staff time.

Several disputes that arose during this past year remain unresolved and to that end, Local 790 has recently filed a grievance on our behalf. Among the issues in dispute are KALW management's failure to have Civil Service give exams and establish hiring lists for KALW job classifications 3532, 3533, 3535, and 7374. Without hiring lists in effect, KALW is

Exhibit Q, page 1 of 2

currently unable to fill any vacancies on a permanent basis (i.e. .rolyn's vacated announcer/operator position).

A big question that has many KALW staff worried is when the move to the new studios at Burton Academy will happen. Although KALW management states that "design and construction planning for new studios and offices with the move scheduled for Fall" is to happen, the truth is that no work (planning or otherwise) is currently being done. The large classroom that is to house the new studios remains intact with no construction yet started and the bids for wiring the new studios have not gone out yet.

Many of us would like to know the reason for the delay and what the new time line is for completion (the most recent time line distributed by KALW management is completely out of date and has us moved in by July). If KALW management were to show true leadership, it would make some efforts to get answers to these important questions from the school district.

Schedule of Membership Changes of KALW's Licensee
Board of Education of the
San Francisco Unified School District

The names of new members are in italics.

July 23, 1990 (date of previous license
renewal)

Rosario Anaya
Ramon Cortines
Libby Denebeim
Myra Kopf
Jo Anne Miller
Fred Rodriguez
Sodonia Wilson
Leland Yee

January 1995

Keith Jackson
Angie Fa
Carlota del Portillo
Dan Kelly
Steve Phillips
Waldemar Rojas
Leland Yee
Jill Wynns

January 1991

Tom Ammiano
Carlota del Portillo
Dan Kelly
Ramon Cortines
Libby Denebeim
Jo Anne Miller
Fred Rodriguez
Leland Yee

January 1997

Mary Hernandez
Juanita Owens
Carlota del Portillo
Keith Jackson
Dan Kelly
Steve Phillips
Waldemar Rojas
Jill Wynns

January 1993

Angie Fa
Steve Phillips
Waldemar Rojas
Jill Wynns
Tom Ammiano
Carlota del Portillo
Dan Kelly
Leland Yee

Exhibit R, page 1 of 1

moon, 12:56 PM 7/30/97 , Re: howdy

X-POP3-Rcpt: jramire@muse
Return-Path: moon@thegroup.net
Date: Wed, 30 Jul 1997 12:56:12 -0400
From: moon <moon@sandiego.com>
To: "Jeffrey P. Ramirez" <jramire@muse.sfusd.k12.ca.us>
Subject: Re: howdy
References: <2.2.32.19970730003953.006b353c@muse.sfusd.k12.ca.us>

Anyway, RE: the job... just let me know what I need to do to fit into the system. I should mention that I told my bosses here about the possibility of my leaving, and they filled me in on plans for a new job/raise that they had hoped to give me in the near future.... doesn't

sound like they want me to leave.... awww. Anyway, like KALW, they
r e yet to make me a real offer, so don't worry much. But, just to
lec

you know, sfusd may have a little competition, although it is hard to imagine them beating the near-trump card of "living in San Francisco".

-Moon.

Jeffrey P. Ramirez wrote:

> [REDACTED]
[REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
[REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
[REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
[REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]

> Sept.

> a job

> The time between now and then will be used to post the job for 10 days

> and

>

```
> service paperwork processing and job description and duties approval
> which
```

Exhibit S, page 2 of 3

are

> working the system to get you here. Of course, this is all just
> ating up
> time to the fall fundraiser. My preference is to hire you in the
> classified
> position rather than do all that "as needed" or "consultant"
business
> to get
> you here as soon as possible. It, of course, will all seem rather
> trivial
> down the road.

[illegible][illegible]

> [REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]

AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND

JERRY JACOBS

This Agreement is dated for convenience as of August 10, 1992, and is entered into between Jerry Jacobs (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter "District").

RECITALS

WHEREAS, The Consultant has experience and expertise in public radio broadcasting.

WHEREAS, The District desires that the Consultant render professional services in connection with management of KALW Radio Station, and

WHEREAS, Consultant represent itself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION.

a. This agreement is subject to the budget and fiscal provisions of the District.

b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.

c. This agreement shall terminate without penalty

at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

The agreement shall become effective beginning August 10, 1992, and shall terminate on or before December 10, 1992.

3. SERVICES CONSULTANT AGREES TO PERFORM

The Consultant will service in the capacity of Acting Station Manager, providing leadership and supervision of staff of the day to day operations.

4. COMPENSATION

The Consultant shall be paid at the rate of \$5,000.00 per month. Payments shall be made in a reasonable time upon approval that services have been rendered as set forth in Section 3 of this Agreement. The amount of money to be paid to the Consultant under this contract shall not exceed \$15,000. If the scope of work described herein is increased, the contract amount may also be increased provided that there is prior written modification to the contract and a Board Resolution authorizing said increases.

It shall be the responsibility of the Consultant to ensure that the total approved amount of the contract is not

exceeded. Any work performed in excess of said amount shall not be compensated.

5. TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Consultant's/District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the consultant shall be paid for services performed up to the date of the termination.

b. It is further understood and agreed that the District may terminate this agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount which represents the value of services actually performed to the date of termination for which the Consultant has not previously been compensated and as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall

be under no further obligation to the consultant monetarily or otherwise.

6. INDEPENDENT CONTRACTOR

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or their agents and employees.

7. MODIFICATION OF AGREEMENT

This Agreement may be amended by the parties in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

8. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

9. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent, who shall decide the true meaning and intent of the Agreement.

10. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

11. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District pursuant to the terms of Section 5a herein. Such termination shall not waive any other legal remedies available to the District.

12. SEVERABILITY

If any term or provision of this contract shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

13. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

14. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the District, its Board, officers and employees of the District from any kind of loss whatsoever to all persons, corporations, and partnerships including but not limited to employees of the Consultant and heirs of employees of the Consultant and employees and heirs of employees of the District arising out of and in the course of the performance of this Agreement. This liability shall not lie in instance where the damages are caused by the sole negligence or intentional tort of the District or its employees.

15. INSURANCE

A. The Consultant shall procure and maintain during the term of this agreement the following insurance:

a. Comprehensive or Business Automobile Liability Insurance with limits not less than \$300,000 each occurrence combined Single Limit for Bodily Injury and Property Damage.

B. The Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

a. Name as additional insured the San Francisco Unified School District, its Board, officers and employees.

b. That such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurances applies separately to each insured against whom claim is made or suit is brought.

c. Thirty (30) days advance written notice to the district of cancellation, non-renewal or reduction in coverage of any of the above insurance's.

16. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in the performance of the work of services under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

17. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be

in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT: San Francisco Unified School District
Linda Davis, Deputy Superintendent
135 Van Ness Avenue
San Francisco, CA 94102

TO THE CONSULTANT: Jerry Jacobs
[REDACTED]
[REDACTED]

18. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

19. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior consent of the District.

20. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by

the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

21. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

22. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

23. ENTIRE AGREEMENT

All of the Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by

either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

JERRY JACOBS

SAN FRANCISCO UNIFIED SCHOOL
DISTRICT

ROBERT F. GOLTON
Associate Superintendent,
Business Services


JOHN CRAWLEY
Contract Officer

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By: 
Deputy City Attorney

JACOBCONS

MODIFICATION TO CONTRACT

This Modification to Contract is entered into this day, November 18, 1992 by and between San Francisco Unified School District and Jerry Jacob.

Whereas, the parties entered into a contract dated August 10, 1992 hereby Jerry Jacob would provide professional services serving in the capacity of Station Manager KALW.

Whereas, the parties now desire to increase the amount of compensation, and adjust the budget accordingly;

NOW, THEREFORE, be it agreed between the parties as follows:

1. The contract dated August 10, 1992, in the amount of \$15,000.00 is hereby modified as follows:

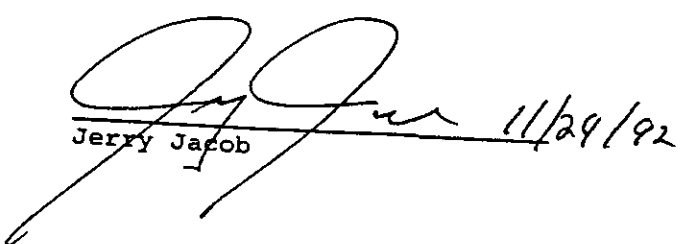
A. Paragraph 4. COMPENSATION is eliminated in its entirety and replaced with the following;

4. COMPENSATION

1. The consultant will serve in the capacity of Station Manager, KALW extending the service from November 10, 1992 through June 30, 1992 at the rate of \$5,000 a month. The total cost of this amendment shall not exceed \$38,333.00.

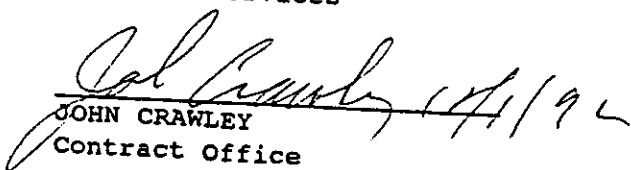
2. In all other respects the Contract dated August 10, 1992 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Modification to Contract the year and date first above written.


Jerry Jacob

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

ROBERT F. GOLTON
Associate Superintendent
Business Services


JOHN CRAWLEY
Contract Office

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By: 
Deputy City Attorney

AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

Jerry Jacob

This Agreement is dated for convenience as of July 1, 1993 and is entered into between Jerry Jacob (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter District).

RECITALS

WHEREAS, The consultant has experience and expertise in public radio broadcasting

WHEREAS, The District desires that the consultant render professional services in connection with the management of KALW Radio Station, and related communications services as the Superintendent deems appropriate; and

WHEREAS, Consultant represents himself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION.

a. This agreement is subject to the budget and fiscal provisions of the District.

b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.

c. This agreement shall terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

The agreement shall become effective beginning July 1, 1993 and shall terminate on or before July 1, 1994.

SERVICES CONSULTANT AGREES TO PERFORM

The consultant will serve in the capacity of General Manager, supervising staff over the day to day operations of the radio station. The consultant will also provide the Superintendent with general

Exhibit T, page 13 of 29

communications related advice as requested.

4. COMPENSATION

The Consultant shall be paid at the rate of \$75,000.00 (Seventy-five thousand dollars) per year. Payments shall be made in a reasonable time upon approval that services have been rendered as set forth in Section 3 of this agreement. The amount of money to be paid to the Contractor under this contract shall not exceed \$77,000.00. (See Section 5 below) If the scope of work described herein is increased, the contract amount may also be increased provided that there is prior written modification to the contract and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the contract is not exceeded. Any work performed in excess of said amount shall not be compensated.

5. HEALTH INSURANCE REIMBURSEMENT

The Consultant shall be reimbursed for health and dental insurance up to \$2000.00 (two-thousand dollars) per year, upon providing the District with proof of payment.

6. TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to form its obligations under this Agreement, this Agreement shall be terminated and all the Consultant's District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the consultant shall be paid for services performed up to the date of the termination.

b. It is further understood and agreed that the District may terminate this agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount which represents the value of services actually performed to the date of termination for which the Consultant has not previously been compensated and as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the consultant monetarily or otherwise.

7. INDEPENDENT CONTRACTOR

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or their agents and employees. The Consultant shall also complete and file with the District the attached W-9 form.

8. MODIFICATION OF AGREEMENT

This Agreement may be amended by the parties in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

9. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

10. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent, who shall decide the true meaning and intent of the Agreement.

11. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

12. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District pursuant to the terms of Section 5a herein. Such termination shall not waive any other legal remedies available to the District.

13. CONFLICT OF INTEREST

Consultant understands the following and certifies that it does not know of any facts which constitutes a violation of:

a. Consultant hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the last two years, has participated in bidding, selling or promoting this contract. Furthermore, Consultant certifies that no such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Consultant understands that any violation of this provision of the contract shall make the agreement voidable by the District.

b. Government Code of the State of California, Section 87100 et. seq. Public Officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

14. SEVERABILITY

If any term or provision of this contract shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

15. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

16. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the District, its Board, officers and employees of the District from any kind of loss whatsoever to all persons, corporations, and partnerships including but not limited to employees of the Consultant and heirs of employees of the Consultant and

Exhibit T, page 16 of 29

employees and heirs of employees of the District arising out of and in the course of the performance of this Agreement. This liability shall not lie in instance where the damages are caused by the sole negligence or intentional tort of the District or its employees.

1. INSURANCE

A. The Consultant shall procure and maintain during the term of this agreement the following insurance:

a. Comprehensive or Business Automobile Liability Insurance with limits not less than \$300,000.00 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Owned, Non-owned and Hired Vehicles, as applicable.

B. The Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

a. Name as additional insureds the San Francisco Unified School District, its Board, officers and employees.

b. That such policy is primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Certificate of Insurance for the above shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage of any of the above insurance's.

18. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in the performance of the work of services under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

19. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT:

San Francisco Unified School District

Robert Golton, Associate Superintendent of Fiscal Services

135 Van Ness Avenue

San Francisco, CA 94102

TO THE CONSULTANT:

Jerry Jacob

20. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

21. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior consent of the District.

22. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

23. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

Exhibit T, page 18 of 29

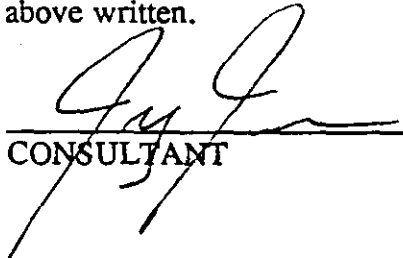
24. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

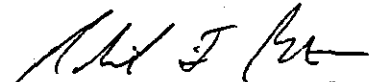
25. ENTIRE AGREEMENT

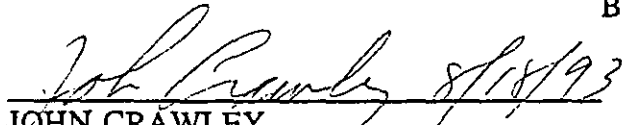
All of the Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

 8/13/93
CONSULTANT

SAN FRANCISCO UNIFIED SCHOOL DIST


ROBERT F. GOLTON, Associate Superintendent
Business Services

 8/18/93
JOHN CRAWLEY
Contract Office

APPROVED AS TO FORM:
LOUISE H. RENNE
City Attorney

BY: _____
Deputy City Attorney